

COMMUNITY GRANT AGREEMENT

This **Agreement** is effective the _____ day of _____, 2018.

BETWEEN:

CITY OF CAMROSE
(the "Grantor")

OF THE FIRST PART,

- and -

XXXXXXXXXX
(the "Recipient")

OF THE SECOND PART.

The Recipient has submitted a 2019 Community Grants Application for Funding to the City of Camrose.

The Grantor is willing to enter into a grant agreement and is authorized to do so in accordance with the Community Grants Council Policy.

The Grantor and the Recipient therefore agree as follows:

Name of Project, Program, Event or Special Initiative	
Granted Amount:	
Date Approved by City Council:	
Council Motion:	

To be disbursed to the Recipient as follows:	
Date:	

Mayor	Deputy City Manager	Recipient

1. PURPOSE OF GRANT

- 1.1. The purpose of this Agreement is to enable the Recipient to carry out the Project, Program, Event or Special Initiative described in Section C of the attached Community Grants Application for Funding. The Recipient must use the grant solely for paying for eligible expenditures as described in Section C of the Community Grants Application for Funding.
- 1.2. The Recipient shall not make any substantial changes to the Project, Program, Event or Special Initiative as described in Section C of the Community Grants Application for Funding without prior written approval from the City of Camrose.

2. TERM

- 2.1. This Agreement will take effect on the date of signing by the Grantor and will cease, subject to its termination at a prior date, after the expiration of the Project, Program, Event or Special Initiative indicated in Section 2.2.
- 2.2. This Agreement covers the activities for funding for the period starting on January 1, 2019, and ending on June 30, 2020, unless otherwise approved in writing by the Grantor.
- 2.3. All obligations of the Recipient shall, expressly or by their nature, survive termination or expiry of this Agreement and shall continue in full force subsequent to and notwithstanding any termination or expiry until and unless they are satisfied or by their nature expire.
- 2.4. The completion date for the Project, Program, Event or Special Initiative receiving the grant must be within eighteen months of the date of this Agreement.

3. PAYMENTS

- 3.1. The grant payment(s) will be made in accordance with the date and amount noted above in this Agreement.

4. ACKNOWLEDGEMENT

- 4.1. The Recipient must publicly acknowledge the financial support received from the Grantor, in all communication materials and promotional activities related to this Agreement, such as advertising, promotional and program materials, public announcements, speeches, website, social media, etc. The acknowledgement requirement takes effect on the date this Agreement is signed.

- 4.1.1. Print Materials (including electronic)

Mayor	Deputy City Manager	Recipient

4.1.1.1. The City of Camrose logo must be used in a prominent location on all print materials and be sized appropriately with equal durations and prominence of any other sponsor or funding provider. This would include advertng, posters, banners, social media and any other printed materials. The official watermark can be downloaded from the City of Camrose Website.

4.1.2. Websites

4.1.2.1. The City of Camrose logo must be displayed on all websites related to the funding activities.

4.1.3. Public Announcements

4.1.3.1. If there are to be any verbal public acknowledgments, the Grantor shall be recognized with equal durations and prominence of any other sponsor or funding provider.

5. LIABILITY

5.1. The City of Camrose, their employees and agents shall not be held liable for any injury, including death to any person, or for any loss or damage to property of the Recipient or for any obligation of the Recipient or anyone else, incurred or suffered by the Recipient or its employees, agents or voluntary workers in carrying out the Project, Program, Event or Special Initiative, including where the Recipient has entered into loans, capital leases or other long term obligations in relation to this Agreement.

5.2. Where the Recipient is an unincorporated organization, it is agreed by the representatives of the Recipient signing this Agreement on behalf of the Recipient, that they shall be personally, jointly and severally liable for all obligations, covenants, promises, liabilities and expenses assumed by the Recipient under this Agreement.

6. INDEMNIFICATION

6.1. The Recipient shall indemnify and save harmless the City of Camrose and their employees and agents from and against all claims, losses, damages, costs, expenses, including reasonable solicitor/client fees, administrative fees and disbursements and all claims, demands, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any injury to or death of a person or environmental effect or damage to or loss of property arising directly or indirectly and whether by reason of anything done as a result of any willful of

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negligent act or delay on the part of the Recipient or its employees, agents or voluntary workers in carrying out the Project, Program, Event or Special Initiative. Exception to this would be if that the City of Camrose shall not claim indemnification under this section to the extent that the injury, loss or damage has been caused by the City of Camrose or their employees or agents.

7. PARTNERSHIP

7.1. The parties acknowledge that this Agreement does not constitute an association for the purpose of establishing a partnership or joint venture and does not create an agency relationship between the City of Camrose and the Recipient, and that it in no way implies any agreement or undertaking to conclude any subsequent agreement.

8. NOTICES

8.1. Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement shall be given by personal delivery, mail, courier service, or email at the postal address, fax number or email address as the case may be, at the addresses and numbers indicated in Section A and F of the attached Community Grants Application for Funding.

8.2. If there is any change to the postal address or email address or contact person of a party, the party concerned shall notify the other in writing of the change, as soon as possible.

9. ASSIGNMENT AND SUBCONTRACTORS

9.1. The Recipient shall not assign this Agreement or any part thereof or any payments to be made there under without the written permission of the Grantor, but nothing shall preclude the Recipient from enlisting the assistance of others in carrying out the obligations under this Agreement.

10. INTELLECTUAL PROPERTY

10.1. Any intellectual property developed as a result of the Project, Program, Event or Special Initiative shall belong to the Recipient.

11. AMENDMENTS

11.1. This Agreement may be amended by the mutual written consent of the parties hereto. To be valid, any amendment to this Agreement shall be in writing and

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shall be signed by the parties hereto or by their duly authorized representatives, while this Agreement is in effect.

12. SUCCESSORS AND ASSIGNS

12.1. This Agreement is binding upon the parties and the successors and assigns of the Recipient.

13. FINAL REPORT, RESULTS AND EXCESS FUNDS

13.1. The Recipient must submit a final report to the Grantor by June 30th of the year after the grant was disbursed to the Recipient. The final report will be in accordance with the results generated by the Community Grants Accountability Statement.

13.2. Any unused funds are required to be paid back to the Grantor within thirty days of the Recipient determining that the funds will not be necessary and no later than June 30th of the year after the grant was disbursed to the Recipient.

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date shown above.

**CITY OF CAMROSE
(Grantor)**

SIGNED SEALED AND DELIVERED
in the presence of

Per:

(corporate seal or witness)

Witness

Norman Mayer
Mayor

SIGNED SEALED AND DELIVERED
in the presence of

Per:

(corporate seal or witness)

Witness

Kim Isaak, CMC, CLGM
Deputy City Manager

Mayor	Deputy City Manager	Recipient

XXXXXXXXXXXXXXXXX
(Recipient)

SIGNED SEALED AND DELIVERED
in the presence of

Per:

(corporate seal or witness)

Witness

Name:

Title:

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